

# NINA VIDMAR

BLOOM DE GEMME

## TERMS AND CONDITIONS

### TERMS & CONDITIONS FOR NINA VIDMAR BLOOM DE GEMME WEBSITE USES

We appreciate your visiting the NINA VIDMAR Bloom de Gemme website. You are our valued client. Listed below are the Terms & Conditions for Use. These apply to the use of and/or the purchase of goods from this website at [www.ninavidmar.com](http://www.ninavidmar.com). By accessing this website and/or placing an order you agree to be bound by Terms & Conditions for Use. Where you do not accept these Terms and Conditions in full, you do not have permission to access the contents of this website, then please immediately stop using the site. Thank you.

### GENERAL INFORMATION

NINA VIDMAR Bloom de Gemme™ and [www.ninavidmar.com](http://www.ninavidmar.com) is an e-commerce service operated by NINA VIDMAR, referred to as, “we”, “us” “our” “NINA VIDMAR” in this agreement. Our site [ninavidmar.com](http://ninavidmar.com) is a website operated by Nina Vidmar, Promenada int. d.o.o.

NINA VIDMAR Bloom de Gemme™ and [www.ninavidmar.com](http://www.ninavidmar.com) website (described as “site”, “Our Site” or “Sites” in this agreement) and related services are made available to you to the following Terms & Conditions for Use and any other rules posted on our Site. By visiting Our Site, you are accepting and consenting to the terms and practises described in the Terms and Conditions. We may revise these Terms and Conditions at any time without notice to you by amending these Terms and Conditions. Such changes are effective when they are posted on Our Site and your continued use of Our Site after any changes are posted will be considered acceptance by you of such changes.

Your continued use of this Site (or any of our other Sites) following such change shall indicate your agreement to be bound by the modified Terms and Conditions. We ask you to please read our Terms & Conditions for Use and check back with us. If you disagree with any changes made to the Terms and Conditions, then we ask you to please immediately stop using the site.

### PRIVACY

You acknowledge and agree to be bound by the terms of our Privacy Policy.

### PRIVACY POLICY

Please see our updated privacy policy effective from March 2019, in accordance to the General Data Protection Regulation.

### OUR CONTRACT BETWEEN YOU AND NINA VIDMAR

Before your order can be accepted we must receive payment in full for the price of the goods that you order or have special ordered. Once payment has been received by us we will confirm that your order has been accepted by sending an e-mail to you at the e-mail address you provide to us in your order form.

Our acceptance of your order brings into existence a legally binding contract between us, concluded in Ljubljana, Slovenia, must be entitled to enter into legally binding contracts. Individuals unable to perform legally binding contracts are prohibited from ordering goods using the Sites.

If you do not qualify please do not use this site, NINA VIDMAR holds the right to refuse to process a transaction or order for any reason at any time.

### CANCELLATION BY US

NINA VIDMAR reserves the right to cancel the contract between you and us if we:

- a) do not deliver to your area; or
- b) have insufficient stock to deliver goods you have ordered;
- c) if one or more items you ordered was listed at an incorrect price due to a typographical error.

If we decide to cancel your contract we will send you an email to notify you and re-credit to your account any amount deducted by us from either your credit card or PayPal account as soon as possible (within 30 days of your order). We cannot offer any additional compensation for any disappointment suffered.

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## DELIVERY

Please see SHIPPING AND RETURNS for information on cost of delivery. We will use all of our reasonable efforts to ship the goods or services within the time we have indicated. However, where delivery times and dates are given, they are for general guidance only and we will not be held liable for late delivery of goods caused by circumstances beyond our control. Under no circumstances will we ship any items if we have not received full payment for the total price of the goods that you have ordered on the Sites.

## LIABILITY

If any products we deliver to you are not what you ordered, damaged, defective, of an incorrect quantity, we shall have no liability to you unless you notify us by e-mail of the problem within 5 working days of the delivery of the products. If you notify us of a problem, our obligation will be to either,

- To make good any shortage or no-delivery;
- To replace any goods that are damaged or defective;
- To refund you the amount paid by you for the goods in question in whatever way we choose.

## EVENTS BEYOND OUR CONTROL

We will not be in breach of this Agreement or otherwise liable for any delay in performance if to the extent that any delay or failure is due to circumstances beyond its reasonable control including, without limitation, lockouts, strikes and other industrial disputes, flood, fire, breakdown of systems or network access, explosion, accident or natural disasters, loss of business, loss of data.

## ELIGIBILITY TO PURCHASE

The purchase of products through the Sites is strictly limited to parties who can lawfully enter into and form contracts on the Site in accordance with Slovenian law. In order to make purchases through the Site, you will be requested to provide your personal details. In particular, customers must provide their real name, phone number, e-mail address and other requested information as indicated. Furthermore, when ordering items, you will be required to provide payment details and you represent and warrant that the payment details you provide on ordering are both valid and correct and you confirm that you are the person referred to in the Billing information provided.

The Site is available only to individuals and others who meet NINA VIDMAR's terms of eligibility, who have been issued a valid credit card by a bank acceptable to NINA VIDMAR, whose applications are acceptable to NINA VIDMAR and who have authorised NINA VIDMAR to process a charge or charges on their credit card in the amount of the total purchase price for the merchandise which they purchase. Purchases made on the site are for the personal or gift use of the buyer only and are not to be used for re-sale, commercial purposes or any other commercial benefit. NINA VIDMAR reserves the right to restrict multiple quantities of an item being shipped to any one customer or postal address.

## INTELLECTUAL PROPERTY RIGHTS

You agree and acknowledge that all designs, logos, copyright, trademarks and all other intellectual property and material rights relating to the Content of this Site, including NINA VIDMAR Software and all HTML, CSS and other code contained in this Site, shall remain at all times with the Sites, unless otherwise stated. Such Content, including third party trademarks and copyrights displayed or mentioned on the Sites are protected by national or international property and other laws. You are only permitted to use the Content as authorised in written by NINA VIDMAR. Your use of Our Site does not grant you ownership of any content on Our Site. Any reproduction or redistribution of the above listed Content is prohibited and may result in civil and criminal penalties.

## COPYRIGHTS, TRADEMARKS & COMMERCIAL USE

You hereby agree and acknowledge that all materials including images, photographs, illustrations, designs, layout, script or text, including software and HTML and other code contained in this Site are part of the Sites and are protected by copyright, trade mark and/or other intellectual property rights owned, controlled or licensed to NINA VIDMAR. The contents of the site and the site as a whole are intended solely for personal, non-commercial use. You may download or copy the contents and other downloadable materials displayed on the site for the sole purpose of placing an order with NINA VIDMAR or using the site as a shopping resource. No title, right or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), modify, publish, distribute, display, transmit, derivative works from, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the contents, the site, or any related software.

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## PRICING AND PAYMENT

The prices payable for goods that you order are as presented on our website. All of our prices are in EUR (EURO). You will be billed in EUR and if you purchase from outside the EU, currency fluctuations and credit card charges may make a difference to the amount billed on your credit card.

If you are buying from outside the EU, you will also incur any duties levied by the jurisdiction to which you have specified delivery. Payments can be made by Visa, MasterCard, American Express as well as PayPal and credit cards supported by PayPal. Payments will be debited and cleared from your account upon receipt of your order by NINA VIDMAR. If the issuer of your payment card or method refuses to authorise payment to NINA VIDMAR, we will not be liable for any delay or non-delivery. To help ensure that your shopping experience is pleasant, safe and secure, our shopping cart includes an SSL certificate that uses industry standard 128 bit encryption technology. This is the same level of encryption used by large banks to keep your information secure. Please don't try to send orders via email, as we cannot guarantee any secure transmission of details. If you're still concerned about security over the Internet, please contact us by email and we will call you back at your convenience.

## EXCHANGES

If you have asked for an exchange we will only be able to ship your exchanged goods once we have received the returned item(s). You will be charged for any additional cost and any additional shipping, taxes and import duties.

## LINKING TO OUR SITE

You are allowed to link to Our home page. Provided you do so in a way that is fair and legal and does not damage Our reputation or take any advantage of it. You are not allowed to establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where non exists.

## YOUR SATISFACTION GUARANTEE AND RIGHTS TO CANCEL YOUR CONTRACT

NINA VIDMAR guarantees your complete satisfaction with our products and services. In the unlikely event that you are unhappy with your purchase, you can return the items to us within 5 days of receipt of order and we will be happy to offer you either an exchange or full refund minus any postage costs, providing the goods are returned in perfect condition as follows:

- a) You have not worn or damaged the jewellery.
- b) You have not removed the security tag from the jewellery item.
- c) You have contacted us within 5 working days of receiving your goods at [customerservices@ninavidmar.com](mailto:customerservices@ninavidmar.com) to request a 'Returns Number (RN)'.
- d) You return your goods within 5 days of receiving your RN.

Bespoke and engraved items are Special Orders, which means that the item will be made or customised especially for you; because of this, these pieces of jewellery cannot be exchanged or returned under any circumstances. For reasons of hygiene, we are unable to offer exchanges or refunds on earrings.

Returns are to be received by NINA VIDMAR within 5 days after receiving a the RN. Returns outside this timeframe may be accepted at the discretion of NINA VIDMAR and may only be refunded as store credit. Please note our returns procedure for your information.

## LEGAL GOVERNANCE

Each and every transaction carried out is deemed to be completed within the Slovenia and therefore shall be governed by and interpreted in accordance with Slovenian Law. The terms of this charter (and any controversy, dispute, proceedings or claims of whatever nature in relation to them) shall be governed and interpreted in accordance with Slovenian Law and the Slovenian Courts shall have exclusive jurisdiction in relation thereto.

## INVALIDITY

If any part of these terms and conditions is unlawful or for any reason unenforceable, including any provision in which we exclude our liability to you, the enforceability of any other part of these conditions will not be affected.

This Terms of Use was updated on March 10, 2019

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## PRIVACY POLICY

NINAVIDMAR (“us” or “we”) recognizes the importance of protecting the privacy of personal informations. We are 100% committed to respecting and protecting your privacy. When you register online on Our Site, you give us your consent to process and use your personal data in accordance with this Privacy Policy. We only use your data to improve the quality of your experience, provide you with a service or to prevent fraud. We collect and use informations about you to ensure that we can continue to provide you with best retail experience. We look after your data as if it was our own and we make sure that all of our partners do the same. We will never sell your information to anyone. Your information is held for only as long as is absolutely necessary.

This policy below sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. It also provides you with information regarding our use of cookies.

Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

We do not collect personal data from anyone under the age of eighteen (18). All under this age we kindly ask not to proceed with the insertion of their personal data.

By using our website [www.ninavidmar.com](http://www.ninavidmar.com) (the “Site”) you are accepting and consenting to the practices set out in this Privacy and Cookies Policy and also agreeing to abide by our Terms and Conditions.

If you have not already read our Terms and Conditions, please do so [here](#).

We are registered in Slovenia under company name Promenada int. d.o.o., company number 2197243000 and have our registered office at Polica 149, 1290 Grosuplje, Slovenia, EU. Company VAT number: ID za DDV: 35175362.

If you have any questions about this Privacy Policy or want to exercise your rights set out in this Privacy Policy, please contact us by sending an email to [enquiries@ninavidmar.com](mailto:enquiries@ninavidmar.com).

## CREDIT AND DEBIT CARD DETAILS

Please note that we do not collect or process your credit or debit card details. They are, however, collected and processed by our payment processing service called Shopify Payments and Global Payments (“Payment Provider”). The collection and processing by the Payment Provider of your credit or debit card details and other personal data are governed by its terms and conditions. The Payment Provider provides us with information regarding the credits and debits made to your card in order to enable us to reconcile our accounts.

## WHERE WE STORE YOUR PERSONAL INFORMATION

All information you provide to us is stored on our secure servers within the EEA (European Economic Area). Any payment transactions will be encrypted using SSL technology. Where we have given you (or where you have chosen) a password which enables you to access certain parts of the Site, you are solely responsible for keeping this password confidential. Unfortunately, the transmission of information via the internet is not completely secure. Although we will use our best endeavours to protect your personal data, we cannot guarantee the security of your data transmitted to the Site and any transmission is at your own risk. Once we have received your information, we will use suitable procedures and security features to try to prevent unauthorised access.

## HOW WE USE YOUR INFORMATION

We use information held about you in the following ways:

To ensure that content from the Site is presented in the most effective manner for you and for your computer; To process your orders, and to carry out our obligations arising from any contracts entered into between you and ourselves (including contracts for the sale and purchase of goods); and To provide you with information regarding our products or services that you request from us or which we feel may be of interest you, where you have consented to be contacted for such purposes.

## INFORMATION WE MAY COLLECT FROM YOU

We only collect the information that’s necessary to operate our business, provide you with the service that you have requested, and to update you with the latest news and launches from NINA VIDMAR.

We may collect and process the following data about you:

- Details of transactions you carry out through the Site and the fulfilment of your orders and details of your visits to the Site including (but not limited to) traffic data, location data, weblogs and other communication data.
- Information that you provide by filling in forms on the Site during a transaction, such as your full name, your delivery and billing address, your contact phone number, your email address, your date of birth and your payment details. This includes information provided at the time of registering an account, purchasing goods on the Site, entering any competition or promotion, completing any surveys or contacting us for any other reason.
- Records of your contact history (if any) with us, via third parties such as Shopify and Mailchimp.com. This is so you receive the best possible customer service and NINA VIDMAR updates.

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## YOUR RIGHTS

You are our valued customer and your rights regarding your personal data are important to us. They are as follows. You have the right to:

- To correct errors or mistakes.
- Be informed about how we use and process your data.
- To stop receiving marketing messages from us.
- To receive access to the personal data which we hold about you.
- To have your data legally deleted from our records (and our partners and affiliates) – except where we are legally unable to do so.
- To have your data transferred.

If you are concerned about any aspect of our policy, including the way we've handled your personal information, you have the right to complain. This can be to us via [enquiries@ninavidmar.com](mailto:enquiries@ninavidmar.com).

The Site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

## HOW LONG DO WE KEEP YOUR INFORMATION?

We'll hold on to your information for as long as you have your NINA VIDMAR account, or for as long as is needed to be able to provide the best services to you, or in the case of any contact you may have with our Customer Care team, for as long as is necessary to provide this necessary support. If reasonably necessary or required to meet legal or regulatory requirements, prevent fraud and abuse, resolve disputes, or enforce our terms and conditions, we may also keep hold of some of your information as required, even after you have closed your account or it is no longer needed to provide the services to you.

## HOW WE SHARE YOUR INFORMATION

We do not sell your information – not to anyone. There are however instances where we need to share your information with partners or affiliates in order for us to be able to provide you with the service you have requested.

Examples of some of those instances are below:

Where we are required to provide you with a shipping service:

We will share your personal information with our third party delivery partners – Fedex, UPS, GLS.

Where we have your consent:

If you have said we can, we will send you marketing updates via email that contains the latest design news and product launches at NINA VIDMAR. We share your personal information with third-party email service provider who assists us with delivering our email marketing campaigns to you. The third parties include MailChimp and Shopify.

Should you wish to stop receiving marketing messages, you can click the 'Unsubscribe' link in any email. Once you do this, it might take a few days for all of our systems to update so please bear with us.

Should you decide to no longer receive marketing messages we will still contact you for order processing and returns as part of our agreed service.

Social Media is a significant part for our marketing activity. We use social media to advertise our products, to connect with our clients and fans and to drive brand awareness. If you interact with us on social media you are giving us consent to interact with you. You can interact by liking our content, tagging us in your personal photos, following us, or sending us private messages. If you tag us in one of your photos you are giving us consent to share this with our audience on social media - if we choose to do so. If you would like us to remove the image, please let us know by sending an email to [press@ninavidmar.com](mailto:press@ninavidmar.com).

Where we have a justifiable reason:

By responding to customer service enquiries raised via email or phone.

In certain circumstances, we are obliged to share your information in connection with a business transition – for example, acquisition by another company, a merger, or a sale of all or a portion of our assets. Should this happen, it will be necessary to share your information with external professional advisors. We may also use your information for legal compliance and to enforce our legal rights. This would mean your information is shared with administrative authorities (HMRC), police and public prosecutors to comply with a court order. It is our legal obligation to do so.

We will check any third party that we use to ensure that they can provide sufficient guarantees regarding the confidentiality and security of your personal information.

# NINA VIDMAR

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## CHANGES TO OUR PRIVACY POLICY

Any changes made to Nina Vidmar Privacy Policy in the future will be posted on this page and effective upon posting. If there is a significant change, you will be notified by e-mail. You should ensure that you review this Privacy Policy from time to time so you are fully informed of how we use your personal information.

## CONTACT US

For access to your data, please email [enquiries@ninavidmar.com](mailto:enquiries@ninavidmar.com) and we will be in contact to respond to your request.

If you have any concerns about material which appears on the Site, or any questions, comments or requests regarding our Terms and Conditions or Privacy and Cookies Policy, please contact us at [enquiries@ninavidmar.com](mailto:enquiries@ninavidmar.com).

## COOKIE POLICY

We may obtain information about your general internet usage by using cookies. We may collect information about your computer, including (where available) your IP address, operating system and browser type, for system administration and statistical analysis. This is statistical data about our users' browsing actions and patterns, and does not identify any individual. What is a cookie? A cookie is a small file which is stored on the hard drive of your computer. Cookies help us to improve the Site and to deliver a better and more personalised service. We use the following four cookies:

**Targeting cookies** These cookies record your visit to the Site, the pages you have visited and the links you have followed. We will use this information to make the Site and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

**Functionality cookies** These are used to recognise you when you return to the Site. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

**Strictly necessary cookies** These are cookies that are required for the operation of the Site. They include, for example, cookies that enable you to log into secure areas of the Site or make use of e-billing services.

**Analytical/performance cookies** These are cookies that allow us to recognise and count the number of visitors to the Site and to see how visitors move around the Site when they are using it. This helps us to improve the way the Site works; for example, by ensuring that users are finding what they are looking for easily.

The cookies our site uses **COOKIE NAME: SESSION** : This cookie is essential for the Site to operate. It allows us to remember your details during your current visit to the Site.

**COOKIE NAME: AUTHAUTOLOGIN** : This cookie is a functionality cookie which automatically logs users in if their "session" cookie has expired. This allows you to navigate away from the Site.

## INFORMATION ABOUT GOOGLE ANALYTICS

**GOOGLE ANALYTICS:** This is an analytical / performance cookie. The Site uses Google Analytics to help analyse how users use the Site, collecting standard internet log information and visitor behaviour information in an anonymised form from which no user is identifiable. This information is transmitted to Google and processed to compile statistical reports on activity on the Site. These reports allow us to optimise our user experience. Google provides a browser add-on for users who wish to prevent their data from being used by Google Analytics. You can read more about the Google Analytics Opt Out Browser, [here](#).

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

**BLOCKING COOKIES** : You may block cookies by activating settings on your browser which allow you to refuse the setting of some or all cookies. If you do choose to block all cookies (including essential cookies) you may not be able to access all or some parts of the Site. Most cookies we use are known as session cookies. These cookies will expire whenever you close your browser or shut down your computer, and such cookies need not be blocked. Other cookies used for a specific purpose will expire when that purpose is no longer required. You can find out more about blocking cookies in specific browsers at <http://aboutcookies.org>.

## OUR NEWSLETTER

To keep you up to date on our latest designs, we may send you our NINA VIDMAR newsletter from time to time to the e-mail address you have provided during your purchase or when using the contact form. You can unsubscribe any time by clicking the 'unsubscribe' link at the bottom of our newsletter or by sending an email with the subject 'unsubscribe' to [customerservice@ninavidmar.com](mailto:customerservice@ninavidmar.com).

This Privacy Policy was updated on March 10, 2019

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